

<i>SERFF Tracking Number:</i>	<i>ACEH-125359559</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Westchester Fire Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>07-FI-399(F)</i>		
<i>TOI:</i>	<i>23.0 Fidelity</i>	<i>Sub-TOI:</i>	<i>23.0000 Fidelity</i>
<i>Product Name:</i>	<i>07-FI-399(F)</i>		
<i>Project Name/Number:</i>	<i>Independent Mortgage Banker forms and revised LCMs/07-FI-399(F)</i>		

Filing at a Glance

Company: Westchester Fire Insurance Company

Product Name: 07-FI-399(F)

TOI: 23.0 Fidelity

Sub-TOI: 23.0000 Fidelity

Filing Type: Form

SERFF Tr Num: ACEH-125359559 State: Arkansas

SERFF Status: Closed

Co Tr Num: 07-FI-399(F)

Co Status:

Authors: Karen Schwabe, Renice
Cox, Viola McBride

Date Submitted: 11/20/2007

State Tr Num: EFT \$50

State Status: Fees received

Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding

Disposition Date: 11/26/2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New): 11/26/2007

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

11/26/2007

General Information

Project Name: Independent Mortgage Banker forms and revised LCMs Status of Filing in Domicile: Pending

Project Number: 07-FI-399(F)

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/26/2007

State Status Changed: 11/20/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The purpose of this filing is to introduce 25 new, optional endorsements that will be utilized in conjunction with our existing filings for Financial Institution Bond, Standard Form No. 15 (SAA) and the manual rules associated with that form.

We are also proposing to revise the Loss Cost Multiplier (LCM) we currently use with the loss costs on file for Financial Institution Bond, Standard Form No. 15 from 1.434 to 1.700.

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TOI:	23.0 Fidelity	Sub-TOI:	23.0000 Fidelity
Product Name:	07-FI-399(F)		
Project Name/Number:	Independent Mortgage Banker forms and revised LCMs/07-FI-399(F)		

Company and Contact

Filing Contact Information

Renice Cox, Regulatory Specialist	renice.cox@ace-ina.com
436 Walnut Street, WB04G	(215) 640-4876 [Phone]
Philadelphia, PA 19106	(215) 640-4986[FAX]

Filing Company Information

Westchester Fire Insurance Company	CoCode: 21121	State of Domicile: New York
1133 Avenue of the Americas	Group Code: 626	Company Type:
New York, NY 10036	Group Name:	State ID Number:
(215) 640-2324 ext. [Phone]	FEIN Number: 13-5481330	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Westchester Fire Insurance Company	\$50.00	11/20/2007	16742272

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/26/2007	11/26/2007

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Disposition

Disposition Date: 11/26/2007

Effective Date (New): 11/26/2007

Effective Date (Renewal): 11/26/2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125359559 State: Arkansas
Filing Company: Westchester Fire Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 07-FI-399(F)
TOI: 23.0 Fidelity Sub-TOI: 23.0000 Fidelity
Product Name: 07-FI-399(F)
Project Name/Number: Independent Mortgage Banker forms and revised LCMs/07-FI-399(F)

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memo	Approved	Yes
Form	Amend Bond Number Rider	Approved	Yes
Form	Add or Delete a Rider	Approved	Yes
Form	Election to Purchase Discovery Period Rider	Approved	Yes
Form	Adding or Deducting Insureds Rider	Approved	Yes
Form	Change of Name or Address Rider	Approved	Yes
Form	Rider No. 7 Computer Systems Fraud Rider	Approved	Yes
Form	Rider No. 4 Amend Definition of Property Rider	Approved	Yes
Form	Amend Insuring Agreement A Version 2	Approved	Yes
Form	Amend Insuring Agreement A	Approved	Yes
Form	Option to Purchase Discovery Period Rider	Approved	Yes
Form	Rider No. 3 Extended Transit Coverage Rider	Approved	Yes
Form	Rider No. 5 Direct Loss Payee Rider	Approved	Yes
Form	Rider No. 6 Investigation Expense Extension Rider	Approved	Yes
Form	Replacement Expenses Rider	Approved	Yes
Form	Waiver of Application Endorsement	Approved	Yes
Form	Amend Definition of Employee for LLCs	Approved	Yes
Form	Theft of Warehouse Lender's Money or Collateral	Approved	Yes
Form	Independent Contractors Endorsement	Approved	Yes
Form	Rider No. 8 Fraudulent Documents Rider	Approved	Yes
Form	Amend Bond Period Rider	Approved	Yes
Form	Amend Definition of Employee Rider	Approved	Yes
Form	Cancellation Endorsement	Approved	Yes
Form	Fraudulent Mortgage Insuring Agreement	Approved	Yes
	Affiliated Escrow Endorsement	Approved	Yes

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Form

Form	Financial Institution Bond Standard Form 15 (Dec & Policy)	Approved	Yes
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Form	Signature Endorsement	Approved	Yes
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SERFF Tracking Number: ACEH-125359559 State: Arkansas

Filing Company: Westchester Fire Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: 07-FI-399(F)

TOI: 23.0 Fidelity Sub-TOI: 23.0000 Fidelity

Product Name: 07-FI-399(F)

Project Name/Number: Independent Mortgage Banker forms and revised LCMs/07-FI-399(F)

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Amend Bond Number Rider	MB 014	(03/06)	Endorsement/Amendment/Conditions		0.00	MB014 AMEND BOND NUMBER RIDER D29096.pdf
Approved	Add or Delete a Rider	MB 016	(03/06)	Endorsement/Amendment/Conditions		0.00	MB016 Add or Delete a Rider.pdf
Approved	Election to Purchase Discovery Period Rider	MB 022	(03/06)	Endorsement/Amendment/Conditions		0.00	MB022 Election to Purchase Discovery Period.pdf
Approved	Adding or Deducting Insureds Rider	MB 024	(03/06)	Endorsement/Amendment/Conditions		0.00	MB024 Adding or Deducting Insureds Rider SR5109A.pdf
Approved	Change of Name or Address Rider	MB 029	(03/06)	Endorsement/Amendment/Conditions		0.00	MB029 Change of Name or Address Rider SR5151A.pdf
Approved	Rider No. 7 Computer Systems Fraud Rider	MB 031	(03/06)	Endorsement/Amendment/Conditions		0.00	MB031 Computer Systems Fraud.pdf

SERFF Tracking Number: ACEH-125359559 State: Arkansas
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Company Tracking Number: 07-FI-399(F)
TOI: 23.0 Fidelity Sub-TOI: 23.0000 Fidelity
Product Name: 07-FI-399(F)
Project Name/Number: Independent Mortgage Banker forms and revised LCMs/07-FI-399(F)

Approved	Rider No. 4 Amend Definition of Property Rider	MB 033	(03/06)	Endorsement New Amendment/Condi tions	0.00	MB033 Amend Definition of Property.pdf
Approved	Amend Insuring Agreement A Version 2	MB 050	(03/06)	Endorsement New Amendment/Condi tions	0.00	MB050 Amend Insuring Agreement A V2.pdf
Approved	Amend Insuring Agreement A	MB 051	(03/06)	Endorsement New Amendment/Condi tions	0.00	MB051 Amend Insuring Agreement A.pdf
Approved	Option to Purchase Discovery Period Rider	MB 052	(03/06)	Endorsement New Amendment/Condi tions	0.00	MB052 Option to Purchase Discovery.pdf
Approved	Rider No. 3 Extended Transit Coverage Rider	MB 053	(03/06)	Endorsement New Amendment/Condi tions	0.00	MB053 Extended Transit Coverage.pdf
Approved	Rider No. 5 Direct Loss Payee Rider	MB 055	(07/05)	Endorsement New Amendment/Condi tions	0.00	MB055 Direct Loss Payee.pdf
Approved	Rider No. 6 Investigation Expense Extension Rider	MB 056	(03/06)	Endorsement New Amendment/Condi tions	0.00	MB056 Investigation Expense Extension.pdf
Approved	Replacement Expenses Rider	MB 057	(03/06)	Endorsement New Amendment/Condi tions	0.00	MB057 Replacemen t Expenses Endorsemen t.pdf

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TOI: 23.0 Fidelity Sub-TOI: 23.0000 Fidelity
Product Name: 07-FI-399(F)
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Approved	Waiver of Application Endorsement	MB 058	(03/06)	Endorsement New nt/Amendment/Conditions	0.00	MB058 Waiver of Application Endt.pdf
Approved	Amend Definition of Employee for LLCs	MB 061	(03/06)	Endorsement New nt/Amendment/Conditions	0.00	MB061 Amend Definition of Insured for LLCs.pdf
Approved	Theft of Warehouse Lender's Money or Collateral	MB 062	(03/06)	Endorsement New nt/Amendment/Conditions	0.00	MB062 Theft of Warehouse Lenders' Money.pdf
Approved	Independent Contractors Endorsement	MB 063	(03/06)	Endorsement New nt/Amendment/Conditions	0.00	MB063 Independent Contractors. pdf
Approved	Rider No. 8 Fraudulent Documents Rider	MB 064	(03/06)	Endorsement New nt/Amendment/Conditions	0.00	MB064 Fraudulent Documents. pdf
Approved	Amend Bond Period Rider	MB 065	(03/06)	Endorsement New nt/Amendment/Conditions	0.00	MB065 Amend Bond Period.pdf
Approved	Amend Definition of Employee Rider	MB 066	(03/06)	Endorsement New nt/Amendment/Conditions	0.00	MB066 Definition of Employee Rider.pdf
Approved	Cancellation Endorsement	MB 067	(03/06)	Endorsement New nt/Amendment/Conditions	0.00	MB067 CANCELLATION ENDORSEMENT - D27740.pdf
Approved	Fraudulent Mortgage	MB 068	(03/06)	Endorsement New nt/Amendment	0.00	MB068 Fraudulent

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Company Tracking Number: 07-FI-399(F)
TOI: 23.0 Fidelity Sub-TOI: 23.0000 Fidelity
Product Name: 07-FI-399(F)
Project Name/Number: Independent Mortgage Banker forms and revised LCMs/07-FI-399(F)

	Insuring Agreement			ent/Condi ons		Mortgage Insuring Agreement.pdf
Approved	Affiliated Escrow Endorsement	MB 069 (07/06)		Endorsement/Amendment/Conditions	0.00	MB069 Affiliated Escrow Endorsement.pdf
Approved	Financial Institution Bond Standard Form 15 (Dec & Policy)	TSB867a		Policy/Coverage New Form	0.00	TSB 5867a - Form 15 Dec & Bond Policy Wording.pdf
Approved	Signature Endorsement	CC-1k11e (02/06)		Endorsement/Amendment/Conditions	0.00	CC1K11e Signatures.pdf

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This Rider forms part of

Named Insured			Rider Number
Bond Symbol	Bond Number	Bond Period	Effective Date of Rider
Issued By (Name of Insurance Company)			

AMEND BOND NUMBER RIDER

In consideration of the premium charged, any reference in this Bond to bond number <BONDNUM> will mean bond number <BONDNUM2>.

All other terms, conditions and limitations of this Bond shall remain unchanged.

Authorized Representative

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This Rider forms part of

Named Insured			Rider Number
Bond Symbol	Bond Number	Bond Period	Effective Date of Rider
Issued By (Name of Insurance Company)			

ADD OR DELETE A RIDER

In consideration of a return of the premium <> charged, Rider No. <> has been <ADDED TO DELETED FROM> this Bond.

All other terms, conditions and limitations of this Bond shall remain unchanged.

Authorized Representative

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This Rider forms part of

Named Insured			Rider Number
Bond Symbol	Bond Number	Bond Period	Effective Date of Rider
Issued By (Name of Insurance Company)			

ELECTION TO PURCHASE DISCOVERY PERIOD RIDER

In consideration of the additional premium of **X(100% of annual premium)X** charged, and in accordance with Rider No. 2 (D26203) Option to Purchase Discovery Period Rider, it is understood and agreed that the Insured has purchased the additional Discovery Period of twelve (12) months from the termination or cancellation of this bond. Accordingly, the period of time for discovery of a covered loss by the Insured extends from **XXXXXXXX** to **XXXXXXXX**; provided that such loss was sustained prior to the date of such termination or cancellation. Section 3 Discovery of Conditions and Limitations of this bond is deemed amended to the extent necessary to effectuate the purposes and intent of this Rider.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This Rider forms part of

Named Insured			Rider Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

It is agreed that:

1. At the request of the Insured, the Underwriter ADDS TO DEDUCTS FROM the list of Insured under the attached bond the following:

2. This rider is effective as of 12:01a.m. on «Effective_Date»

Accepted:

ADDING OR DEDUCTING INSURED'S RIDER

FOR USE WITH ALL FORMS OF BONDS CONTAINING A JOINT INSURED CLAUSE OR RIDER. TO ADD OR DEDUCT JOINT INSURED'S.

REVISED TO MAY, 1957.

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This Rider forms part of

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

It is agreed that:

1. The Underwriter gives its consent to the change of the Name or Principal Address of the Insured

from

to «Account_Address»
«Account_City», «Account» «Account_Zip_Code»

PROVIDED, however, that the liability of the Underwriter under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

2. This rider is effective as of 12:01 a.m. on <>.

Accepted:
Insert new name of Insured.

By:
Title

.....
Insert old name of Insured, if name changed.

By:
Title

CHANGE OF NAME OR ADDRESS RIDER

FOR USE WITH ALL FORMS OF STANDARD BONDS, CONSENT
TO THE CHANGE IN NAME OR ADDRESS OF THE INSURED.
REVISED TO MAY, 1957.

RIDER NO. 7 COMPUTER SYSTEMS FRAUD RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This Rider forms part of

Named Insured			Rider Number
Bond Symbol	Bond Number	Bond Period	Effective Date of Rider
Issued By (Name of Insurance Company)			

In consideration of the premium charged:

- (1) The Insuring Agreements section of the attached bond is amended by including the following:

"Computer Systems

- (G) Loss resulting directly from a fraudulent

- (1) entry of data into the Insured's proprietary Computer System or a Computer System scheduled below; or
- (2) transmission of voice instructions or advices to the Insured by telephone provided such voice instructions or advices:
 - (a) were made by a person who purported to represent an authorized individual, and
 - (b) were electronically recorded by the Insured; or
- (3) change of data elements or programs within the Insured's proprietary Computer System or a Computer System scheduled below; provided that the fraudulent entry, transmitted voice instructions or change causes:
 - (a) property to be transferred, paid or delivered; or
 - (b) an account of the Insured, or of its customer, to be added, deleted, debited or credited; or
 - (c) an unauthorized account or a fictitious account to be debited or credited.
- (4) The following additional Computer Systems will be covered under this Computer Systems Insuring Agreement:

All Systems used by the Insured

- (2) As used in this rider, the term "Computer System" means:

- (a) computers with related peripheral components, including storage components, wherever located;
- (b) systems and applications software;
- (c) terminal devices; and

(d) related communication networks

by which data are electronically collected, transmitted, processed, stored and retrieved.

- (3) In addition to the exclusions in the attached bond, the following exclusions are applicable to this Insuring Agreement:
- (a) loss resulting directly or indirectly from the theft of confidential information, material or data; and
 - (b) loss resulting directly or indirectly from entries or changes made by an individual authorized to have access to a Computer System who acts in good faith on instructions, unless such instructions are given to that individual by a software contractor (or by a partner, officer or employee thereof) authorized by the Insured to design, develop, prepare, supply, service, write or implement programs for the Insured's Computer System.
- (4) The coverage afforded by this rider applies only to loss discovered by the Insured during the period this rider is in force. The first sentence of Section 3 Discovery of the attached bond does not apply to the coverage afforded by this rider.
- (5) All loss or series of losses involving the fraudulent activity of one individual, or involving fraudulent activity in which one individual is implicated, whether or not that individual is specifically identified, shall be treated as a Single Loss. A series of losses involving unidentified individuals but arising from the same method of operation may be deemed by the Underwriter to involve the same individual and in that event shall be treated as a Single Loss.
- (6) The Single Loss Limit of Liability for the Computer Systems Insuring Agreement is limited to the amount shown on the Declarations Page, or amendment thereto.
- (7) The Underwriter shall be liable hereunder for the amount by which a Single Loss exceeds the Deductible Amount in Item 4 of the Declarations, but not in excess of the Single Loss Limit of Liability stated above.
- (8) Coverage under this rider shall terminate upon termination of the bond to which this rider is attached. Coverage under this rider may also be terminated or canceled without canceling the bond in its entirety:
- (a) sixty (60) days after receipt by the Insured of written notice from the Underwriter of its desire to terminate or cancel coverage under this rider; or
 - (b) immediately upon receipt by the Underwriter of a written request from the Insured to terminate or cancel coverage under this rider.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

RIDER NO. 4 AMEND DEFINITION OF PROPERTY RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This Rider forms part of

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

In consideration of the premium charged:

- (1) The definition of "Property," as set forth in Conditions and Limitations Section 1. Definitions, subparagraph (o) is amended to include any Real Estate Document.
- (2) The following definitions are added to Conditions and Limitations, Definitions, Section 1. of the bond:

“Real Estate Document” means an original or Notarized Copy of any of the following:

- (a) mortgage, trust deed, deed, note, title policy, application for mortgage loan, verification of employment, verification of deposit, verification of assets, credit report (after mortgage loan), standard industry verification form, alternative documents such as W-2 or bank statements, documents evidencing private mortgage interest, Federal Housing Administration Insurance or Veteran’s Administration guarantee;
- (b) underwriting document, including any financial statement, rent roll, operating statement on the asset (if an existing property), specifications for the real property, survey, or lease in connection with a loan on commercial real property including a real estate construction loan;
- (c) appraisal, mortgage commitment or borrower’s acceptance of commitment;
- (d) Uniform Commercial Code financing statement pursuant to U.C.C. § 9-402 to perfect a security interest in real property excluding a security agreement;
- (e) letter of credit, assignment of a certificate of deposit or bank account, or any similar instrument pledged to the Insured as collateral for a real estate loan;
- (f) land trust document; or
- (g) owner’s sworn statement, architect’s certificate, inspecting engineer’s report, lien waiver, soil test report, and draw request, provided that any such items listed in this clause (g) are obtained by the Insured in connection with a construction loan.

“Notarized Copy” means a true and accurate copy of a document which has been certified as such before a notary public.

All other terms, conditions and limitations of this Bond shall remain unchanged.

Authorized Representative

AMEND INSURING AGREEMENT RIDER

This Rider, effective at 12:01 a.m. on «Effective_Date», forms part of

Named Insured			Rider Number
Bond Symbol	Bond Number	Bond Period	Effective Date of Rider
Issued By (Name of Insurance Company)			

In consideration of the premium charged, Insuring Agreement (A) Fidelity is amended to read in its entirety as follows:

"(A) Loss resulting from dishonest or fraudulent acts committed by an Employee acting alone or in collusion with others. Such dishonest or fraudulent acts must be committed by the Employee with the manifest intent:

- (a) to cause the Insured to sustain such loss; or
- (b) to obtain financial benefit for the Employee or another person or entity.

As used throughout this Insuring Agreement, financial benefit does not include any employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions."

All other terms, conditions and limitations of this bond shall remain unchanged.

RIDER NO. 1 AMEND INSURING AGREEMENT RIDER

This Rider, effective at 12:01 a.m. on «Effective_Date», forms part of

Named Insured			Rider Number
Bond Symbol	Bond Number	Bond Period	Effective Date of Rider
Issued By (Name of Insurance Company)			

In consideration of the premium charged, Insuring Agreement (A) Fidelity is amended to read in its entirety as follows:

"(A) Loss resulting from dishonest or fraudulent acts committed by an Employee acting alone or in collusion with others. Such dishonest or fraudulent acts must be committed by the Employee with the manifest intent:

- (a) to cause the Insured to sustain such loss; and
- (b) to obtain financial benefit for the Employee or another person or entity.

As used throughout this Insuring Agreement, financial benefit does not include any employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions."

All other terms, conditions and limitations of this bond shall remain unchanged.

Authorized Representative

RIDER NO. 2 OPTION TO PURCHASE DISCOVERY PERIOD RIDER

This Rider, effective at 12:01 a.m. on «Effective_Date», forms part of

Named Insured			Rider Number
Bond Symbol	Bond Number	Bond Period	Effective Date of Rider
Issued By (Name of Insurance Company)			

In consideration of the premium charged:

- (1) In the event that the Underwriter or Insured terminates or cancels coverage pursuant to Conditions and Limitations Section 12, Termination or Cancellation, upon receipt by the Underwriter of payment of an additional 100% of the premium, the Underwriter will extend the coverage afforded under this bond for a period of twelve (12) months from the termination or cancellation date of this bond (the "Discovery Period"); provided that this coverage will only apply to loss sustained by the Insured prior to the date and hour of such termination or cancellation.
- (2) The option to purchase the Discovery Period set forth above in paragraph (1) shall not apply:
 - (a) on and subsequent to the effective date of any other insurance obtained by the Insured, its successor in business or any other party, replacing in whole or in part the insurance afforded by this bond, whether or not such other insurance provides coverage for loss sustained prior to its effective date, or
 - (b) on and subsequent to the takeover date of the Insured's business by any State or Federal official or agency, or by any receiver or liquidator, acting or appointed for this purpose.
- (3) Conditions and Limitations Section 5, Notice/Proof - Legal Proceedings Against Underwriter, subparagraph (a) is amended by replacing "30 days" with "sixty (60) days".

All other terms, conditions and limitations of this bond shall remain unchanged.

Authorized Representative

RIDER NO. 3 EXTENDED TRANSIT COVERAGE RIDER

This Rider, effective at 12:01 a.m. on «Effective_Date», forms part of

Named Insured			Rider Number
Bond Symbol	Bond Number	Bond Period	Effective Date of Rider
Issued By (Name of Insurance Company)			

In consideration of the premium charged:

- (1) Insuring Agreement (C), In Transit, subparagraph (b) is amended to read in its entirety as follows:

"(b) a Transportation Company and being transported in an armored motor vehicle, or a carrier for hire that employs a package and letter tracking system, including but not limited to United Parcel Service, Federal Express and U.S. Postal Express Mail Next Day; provided that no coverage will be available for Loss of Property while such Property is in transit anywhere in the custody of an Armored Motor Vehicle Company or the regular mail."
- (2) The term "Armored Motor Vehicle Company" means an entity engaged in the business of transporting Property solely by way of armored motor vehicle and insured or bonded as a provider of armored motor vehicle transportation.

All other terms, conditions and limitations of this bond shall remain unchanged.

Authorized Representative

RIDER NO. 5 DIRECT LOSS PAYEE RIDER

This Rider, effective at 12:01 a.m. on «Effective_Date», forms part of

Named Insured			Rider Number
Bond Symbol	Bond Number	Bond Period	Effective Date of Rider
Issued By (Name of Insurance Company)			

In consideration of the premium charged:

- (1) At the written request of the Named Insured, any payment in loss covered by this bond involving Property in which any entity(ies) listed below has an interest (each such entity, a "Mortgage Owner") shall be paid by an instrument issued to such entity(ies) and the Named Insured as joint loss payees, subject to the conditions set forth in paragraph (2) below

Mortgage Owner(s)

Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, and/or any other entity(ies) as requested by the Insured and notified to the Insurer at:

Crump Financial Services, Inc.
565 Marriott Drive, Suite 820
Nashville, TN 37214
615-885-8312 (fax)

- (2) (a) Each Mortgage Owner and the Insured shall be joint loss payees; provided that the Underwriter is notified of the Mortgage Owner's interest in such property before any payment of loss is made;
- (b) If the Underwriter cancels, does not renew or restricts the coverage provided by this bond, the Underwriter will endeavor to provide thirty (30) days prior written notice to the Mortgage Owner, provided that failure to give such notice shall not impair, delay or in any way affect such cancellation or restriction;
- (c) If the Insured cancels or reduces coverage provided by this bond, the Underwriter will endeavor to notify the Mortgage Owner of such cancellation or reduction within ten (10) days of receipt of notice thereof, provided that failure to give such notice shall not impair, delay or in any way effect such cancellation or reduction; and
- (d) If the Insured fails to file a notice of loss under this bond for loss for which coverage is afforded by this rider, the Mortgage Owner shall have the right to file a notice of loss directly with the Underwriter, provided that such notice of loss is accompanied by:
- (i) proof of the Mortgage Owner's interest in the Property that is the subject of the loss; and
 - (ii) proof that the Mortgage Owner notified the Insured in writing at least thirty (30) days prior to the date of the notice of loss stating that the Mortgage Owner would file such notice of loss if the Insured failed to do so within thirty (30) days. If the thirty (30) day period expires after the end of the bond period, then the Mortgage Owner shall have ten (10) days from the end of the thirty (30) day period to submit such notice of loss to the Underwriter. Upon receipt of a settlement check, the Mortgage Owner shall have full authority to execute, and shall execute, a release of the Underwriter's liability under this bond.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

RIDER NO. 6 INVESTIGATION EXPENSE EXTENSION RIDER

This Rider, effective at 12:01 a.m. on «Effective_Date», forms part of

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

In consideration of the premium charged:

- (1) The Underwriter will pay for reasonable expenses, other than the Insured's internal corporate costs (such as salary) to establish the existence and the amount of covered loss payable under this bond ("Investigation Expenses"); provided that the Underwriter shall only reimburse for such expenses when the covered loss, exclusive of Investigation Expenses, exceeds the Single Loss Deductible.
- (2) The Underwriter's maximum limit of liability for all Investigative Expenses with respect to all losses for which coverage is provided under this bond shall be whichever is lesser of 10% of the limit of liability set forth in Item 3 of the Declarations or \$100,000 during the Bond Period. Such limit shall be part of, and not in addition to, the Aggregate Liability of the Underwriter during the Bond Period set forth in Item 3 of the Declarations.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

REPLACEMENT EXPENSES

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This Rider forms part of

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

It is agreed that the following section is added to INSURING AGREEMENTS:

REPLACEMENT OF REAL ESTATE DOCUMENTS

The reasonable Replacement Expense, not to exceed \$2,500 per mortgage loan, necessarily incurred by the Insured to replace any real estate documents held in connection with such mortgage loan, arising out of a loss otherwise covered under either Insuring Clauses B (On Premises) or C (In Transit). Solely with respect to the coverage provided by this endorsement, no deductible shall apply.

Solely with respect to the coverage provided by this endorsement, Replacement Expense means the reasonable and necessary cost to replace real estate documents at current prices subject to any limitation set forth in this bond.

Real Estate Document" means the original or Notarized Copy of any of the following:

- (a) mortgage, trust deed, deed, note, title policy, application for mortgage loan, verification of employment, verification of deposit, verification of assets, credit report (after mortgage loan), standard industry verification form, alternative documents such as W-2 or bank statements, documents evidencing private mortgage interest, Federal Housing Administration Insurance or Veteran's Administration guarantee;
- (b) underwriting document, including any financial statement, rent roll, operating statement on the asset (if an existing property), specifications for the real property, survey, or lease in connection with a loan on commercial real property including a real estate construction loan;
- (c) appraisal, mortgage commitment or borrower's acceptance of commitment;
- (d) Uniform Commercial Code financing statement pursuant to U.C.C. § 9-402 to perfect a security interest in real property excluding a security agreement;
- (e) letter of credit, assignment of a certificate of deposit or bank account, or any similar instrument pledged to the Insured as collateral for a real estate loan;
- (f) land trust document; or

- (g) owner's sworn statement, architect's certificate, inspecting engineer's report, lien waiver, soil test report, and draw request, provided that any such items listed in this clause (g) are obtained by the Insured in connection with a construction loan.

'Notarized Copy' means a true and accurate copy of a document which has been certified as such before a notary public.

All other terms and conditions remain unchanged.

Authorized Representative

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY

Named Insured			Rider Number
Bond Symbol	Bond Number	Bond Period	Effective Date of Rider
Issued By (Name of Insurance Company)			

Waiver Of Application

In consideration of the premium paid, it is agreed that the bond is amended by adding the following to the paragraph identified as, REPRESENTATION OF INSURED, of the **GENERAL AGREEMENTS** section of this bond:

Any and all references to an application for this bond shall include the application or proposal described below. The company has relied upon all statements, warranties and other information and documents contained in or submitted with such other application or proposal as if they were submitted directly to the company using its own application form.

Type of Application/Proposal: _____

Carrier: _____

Date Signed: _____

All other terms and conditions of this bond remain unchanged.

Authorized Representative

AMEND DEFINITION OF EMPLOYEE FOR LLCs

This Rider, effective at 12:01 a.m. on «Effective_Date», forms part of

Named Insured			Rider Number
Bond Symbol	Bond Number	Bond Period	Effective Date of Rider
Issued By (Name of Insurance Company)			

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

In consideration of the premium charged, Definitions Section 1(g) of this bond, is amended to include any member of the board of managers or management committee member of any Insured in the United States of America, but solely while such person is performing acts within the scope of usual duties as an employee of the Insured.

All other terms, conditions and limitations of this Bond shall remain unchanged.

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This Rider forms part of

Named Insured			Rider Number
Bond Symbol	Bond Number	Bond Period	Effective Date of Rider
Issued By (Name of Insurance Company)			

THEFT OF WAREHOUSE LENDER'S MONEY OR COLLATERAL

In consideration of the premium charged:

- (1) The following is added as Insuring Agreement I to the bond:
THEFT OF WAREHOUSE LENDER'S MONEY OR COLLATERAL

(I) Loss by reason of any claim first made against the Insured during the Bond Period by a Warehouse Lender for the direct financial loss sustained by said Warehouse Lender as the direct result of theft by any partial owner or partner, or director who is not an Employee of the Insured, whether committed alone or in collusion with others including an Employee, of

- (1) Money deposited or actually received by the Insured and required to be deposited or paid in accordance with the Warehouse Lender's written requirements, which Money
- (a) was deposited with or paid to the Insured by said Warehouse Lender for the purpose of purchasing a real estate loan in which the Insured had an interest, or
 - (b) was collected and received by the Insured on behalf of a Warehouse Lender in connection with a real estate loan in which the Insured had an interest, or
- (2) Collateral held for a Warehouse Lender by the Insured exclusively in connection with a real estate loan,

provided, however, that the Insured is held legally liable to said Warehouse Lender for the theft of such Money or collateral.

- (3) Section 1, Definitions, of the Conditions and Limitations section of this bond is amended to include the following term:

Warehouse Lender means: "Any Lender with whom an Insured has a warehouse lending agreement."

Special Conditions:

It is agreed that as a condition precedent to coverage under this Insuring Clause that

- (a) the Warehouse Lender shall verify with the Insured the date set for the closing of the real estate loan and shall require within ten (10) days of the closing of the real estate loan a confirmation that the closing has been completed, and

- (b) the Warehouse Lender shall require that at the earliest practicable moment the Insured deliver the collateral to either the Warehouse Lender or a document custodian approved and designated by the Warehouse Lender (which document custodian may be the Insured) or the Insured has identified said collateral as collateral in which the Warehouse Lender has an interest, and
- (c) the Warehouse Lender shall have maintained its customary quality control procedures with respect to the Insured as well as any examination and/or audit procedures, and
- (d) with regard to this Bond, if a Warehouse Lender makes a claim against the Insured during the Bond Period and the Insured fails to give written notice to Underwriters pursuant to this Bond then the Warehouse Lender is required to give written notice of such claim at the earliest practicable moment but in no event later than ninety (90) days following the date such claim was made against the Insured and the Warehouse Lender shall furnish to the Underwriters proof of loss as provided in Section 5 (b) of this Bond.

Failure of the Insured to comply with requirements (a), (b) and (c) shall not void the coverage under this Insuring Clause provided that the Warehouse Lender has used its best efforts to verify that the Insured is complying with said requirements.

If the Insured makes a claim under this Bond for such loss, whether before or after the Warehouse Lender has made a claim, then the Warehouse Lender's right to pursue such claim shall accrue only if the Insured fails to pursue such claim.

If the Insured fails to make or pursue such claim and it is ultimately determined by the Underwriter that any loss or losses are recoverable under this Bond then payment of said claim by the Underwriter to the Warehouse Lender shall discharge the Underwriters' obligation to the Insured under this Bond and reduce any Aggregate Limit of Liability remaining available to pay any further loss under this Bond.

The total liability of the Underwriter for all loss or losses is limited to the Aggregate Limit of Liability remaining available pursuant to Section 4 irrespective of the total amount of such loss or losses sustained by one or more Warehouse Lenders.

In the event of multiple claims under this Bond one or more of which affect the interest of a Warehouse Lender and which claims are alleged to or appear to exceed the Aggregate Limit of Liability remaining available for the payment of loss or losses under this Bond then payment of any claim in the sole discretion of the Underwriter may be held in abeyance until the final determination of all such claims.

Should the loss or losses recoverable under this Bond exceed the Aggregate Limit of Liability remaining available for the payment of such loss or losses then the payment shall be pro rata up to said remaining Aggregate Limit of Liability to said Warehouse Lender(s), secondary market institution(s) or the Insured according to their respective interests.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This Rider forms part of

Named Insured			Rider Number
Bond Symbol	Bond Number	Bond Period	Effective Date of Rider
Issued By (Name of Insurance Company)			

INDEPENDENT CONTRACTOR ENDORSEMENT

In consideration of the premium charged, the term "Employee" as defined in Definitions, Section 1(g) of the bond is amended to include any natural person engaged as an independent contractor by the Insured to provide services to the Insured, but only while such person is subject to the Insured's direct supervision and control while performing the usual duties of an Employee of the Insured.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

RIDER NO. 8 FRAUDULENT DOCUMENTS RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This Rider forms part of

Named Insured			Rider Number
Bond Symbol	Bond Number	Bond Period	Effective Date of Rider
Issued By (Name of Insurance Company)			

In consideration of the premium charged:

- (1) The following is added as Insuring Agreement (H) to the bond:

"FRAUDULENT DOCUMENTS

- (H) Loss resulting directly from the Insured's having, in good faith and in the course of business

- (a) originated any Loan; or
- (b) purchased from another person or entity any Loan; or
- (c) having any Loan prepared, directly funded and closed by a person or entity other than the Insured in the name of the Insured,

with reliance on the faith of any Real Estate Document which

- (i) bears a signature of any maker, drawer, issuer, endorser, assignor, lessee, transfer agent, registrar, acceptor, surety, guarantor, or of any person signing in any other capacity, which is a Forgery, or
- (ii) is altered.

Loss shall include the Insured's liability to repurchase any such Loan from an investor or the secondary market.

Actual physical possession of Real Estate Documents by the Insured, or the person or entity closing the Loan, is a condition precedent to the Insured's having relied on the faith of such items.

A mechanically reproduced signature is treated the same as a handwritten signature."

- (2) The following definitions are added to Conditions and Limitations, Definitions, Section 1 of the bond:

"Real Estate Document" includes but not limited to, means an original or Notarized Copy of

any of the following:

- (a) mortgage, trust deed, deed, note, title policy, application for mortgage loan, verification of employment, verification of deposit, verification of assets, credit report (after mortgage loan), standard industry verification form, alternative documents such as W-2 or bank statements, documents evidencing private mortgage interest, Federal Housing Administration Insurance or Veteran's Administration guarantee;
- (b) underwriting document, including any financial statement, rent roll, operating statement on the asset (if an existing property), specifications for the real property, survey, or lease in connection with a loan on commercial real property including a real estate construction loan;
- (c) appraisal, mortgage commitment or borrower's acceptance of commitment;
- (d) Uniform Commercial Code financing statement pursuant to U.C.C. § 9-402 to perfect a security interest in real property excluding a security agreement;
- (e) letter of credit, assignment of a certificate of deposit or bank account, or any similar instrument pledged to the Insured as collateral for a real estate loan;
- (f) land trust document; or
- (g) owner's sworn statement, architect's certificate, inspecting engineer's report, lien waiver, soil test report, and draw request, provided that any such items listed in this clause (g) are obtained by the Insured in connection with a construction loan.

'Notarized Copy' means a true and accurate copy of a document which has been certified as such before a notary public."

- (3) Conditions and Limitations Exclusions Section 2. (f) of the bond is amended to read in its entirety as follows:
 - "(f) loss resulting directly or indirectly from the complete or partial nonpayment of, or default upon, any Loan or transaction involving the Insured as a lender or borrower, or extension of credit, including the purchase, discounting or other acquisition of false or genuine accounts, invoices, notes, agreements or Evidences of Debt, whether such Loan, transaction or extension was procured in good faith or through trick, artifice, fraud or false pretenses, except when covered under Insuring Agreements (A) or (H);"
- (4) The Single Loss Limit of Liability for Insuring Agreement (H) set forth in paragraph (1) above is <SINGLELOSSLIMIT>.
- (5) The Single Loss Deductible for Insuring Agreement (H) set forth in paragraph (1) above is <SINGLELOSSDED>.

All other terms, conditions and limitations of this bond shall remain unchanged.

Authorized Representative

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This Rider forms part of

Named Insured			Rider Number
Bond Symbol	Bond Number	Bond Period	Effective Date of Rider
Issued By (Name of Insurance Company)			

AMEND BOND PERIOD RIDER

In consideration of the additional premium of <PREMIUM> charged:

- (1) ITEM 2 of the Declarations is amended to read in its entirety as follows:

"Item 2. Bond Period: from 12:01 a.m. on <EFFECTIVEDATE> to 12:01 a.m. on <EXPDATENEW>."

- (2) It is understood and agreed that the premium charged for the bond period set forth in paragraph (1) above is <PREMIUM2>.

All other terms, conditions and limitations of this Bond shall remain unchanged.

Authorized Representative

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider forms part of

Named Insured			Rider Number
Bond Symbol	Bond Number	Bond Period	Effective Date of Rider
Issued By (Name of Insurance Company)			

DEFINITION OF EMPLOYEE RIDER

In consideration of the premium charged, Definitions Section (1)(g) of the bond is amended to include the following:

- "(5) an attorney retained by the Insured, but solely while performing legal services for the Insured in connection with a real estate loan; and
- (6) each natural person who is a partial owner or a partner of the Insured, but solely while such person is performing acts within the scope of the usual duties of an officer or employee of the Insured; provided that:
- (a) any such partial owner or partner who has committed or has been implicated in a fraudulent or dishonest act resulting in loss under this bond shall not have any right to, or interest in, any payment made to the Insured indemnifying it for such loss; and
 - (b) in the event any such partial owner or partner commits or is involved or implicated in any act resulting in loss under this bond, the Underwriter shall only be liable for that portion of the loss in excess of:
 - (1) any applicable deductible;
 - (2) any amounts owed by the Insured to such partial owner or partner; and
 - (3) the interest of such partial owner or partner in the Insured. Such interest shall be determined by the closing of the Insured's books as of the date of the discovery of loss by any person or entity not in collusion with such partial owner or partner.

In all events, all loss payable by the Underwriter under this subparagraph (6)(b) shall be subject to the applicable Limits of Liability."

All other terms, conditions and limitations of this Bond shall remain unchanged.

Authorized Representative

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This Rider forms part of

Named Insured			Rider Number
Bond Symbol	Bond Number	Bond Period	Effective Date of Rider
Issued By (Name of Insurance Company)			

CANCELLATION RIDER

In consideration of a return premium of <> charged, this Bond is cancelled effective «Effective_Date».

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This Rider forms part of

Named Insured			Rider Number
Bond Symbol	Bond Number	Bond Period	Effective Date of Rider
Issued By (Name of Insurance Company)			

RIDER

To be attached to and form part of Financial Institution Bond, Standard Form No. 15, No. _____ in favor of _____

It is agreed that:

1. The attached bond is amended by inserting an additional Insuring Agreement as follows:
"Loss resulting directly from the Insured's having, in good faith and in the course of business in connection with any Loan, accepted or received or acted upon the faith of any real property mortgages, real property deeds of trust or like instruments pertaining to realty or assignments of such mortgages, deeds of trust or instruments which prove to have been defective by reason of the signature thereon of any person having been obtained through trick, artifice, fraud or false pretenses or the signature on the recorded deed conveying such real property to the mortgagor or grantor of such mortgage or deed of trust having been obtained by or on behalf of such mortgagor or grantor through trick, artifice, fraud or false pretenses."
2. The Loan Exclusion Clause, Section **2.(f)**, shall not apply to the Insuring Agreement set forth in paragraph 1. of this rider.
3. The Single Loss Limit of Liability for the Fraudulent Mortgages Insuring Agreement is limited to the amount shown on the Declarations Page, or amended thereto.
4. This rider shall become effective as of 12:01 a.m. on _____

FRAUDULENT MORTGAGES INSURING AGREEMENT
FOR USE WITH FINANCIAL INSTITUTION BOND, STANDARD
FORM NO. 15, TO ADD AN INSURING AGREEMENT COVERING REAL
PROPERTY MORTGAGES AND ASSIGNMENTS THEREOF WHICH
ARE DEFECTIVE BY REASON OF FRAUD WITH RESPECT TO THE
SIGNATURE ON SPECIFIED INSTRUMENTS.
REVISED TO JUNE, 1990.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement forms part of

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

AFFILIATED ESCROW ENDORSEMENT

In consideration of the premium charged:

- (1) Item 1, Name of Insured (herein called Insured), of the Declarations for this bond is amended to include the following (each an "Affiliated Escrow Entity"):

[Insert name of Entity or Entities]

- (2) Section 1, Definitions, of the Conditions and Limitations section of this bond is amended to include the following term:

Designated Warehouse Lender means [other entity].

- (3) This bond does not cover:

- (a) loss resulting directly or indirectly from any Affiliated Escrow Entity transacting business for or on behalf of any person or entity other than: (i) an Insured (other than an Affiliated Escrow Entity); and (ii) the Designated Warehouse Lender;
- (b) loss resulting directly or indirectly from any Affiliated Escrow Entity transacting business for or on behalf of an Insured with Property from any person or entity other than the Designated Warehouse Lender; or
- (c) loss resulting directly or indirectly from any act or acts committed by any broker, agent or other representative of the same general character of any Affiliated Escrow Entity.

All other terms, conditions and limitations of this Bond shall remain unchanged.

Authorized Representative



**ace westchester
specialty group**

Financial Institution Bond

Standard Form No. 15 for Mortgage Bankers and Finance Companies

ACE Westchester Specialty Group

Claims Office:

500 Colonial Center Parkway

3rd Floor

Roswell, GA 30076

Home & Administrative Office/Mailing Address:

1325 Avenue of the Americas

19th Floor

New York, NY 10019

FINANCIAL INSTITUTION BOND
Standard Form No. 15, Revised to June, 1990

Bond No.

ACE Westchester Specialty Group
Home Office/Claims Office
500 Colonial Center Parkway
Roswell, GA 30076

Administrative Office/Mailing Address
1325 Avenue of the Americas
19th Floor
New York, NY 10019



**ace westchester
specialty group**

(Herein called Underwriter)

DECLARATIONS

Item 1. Name of Insured (herein called Insured):
Principal Address :

Item 1a. Carrier: ☐ ACE American Insurance Company
☐ Westchester Fire Insurance Company
☐ Illinois Union Insurance Company
☐ Westchester Surplus Lines Insurance Company

Item 2. Bond Period: from 12:01 a.m. on _____ to 12:01 a.m. on _____
(MONTH, DAY, YEAR) (MONTH, DAY, YEAR)

Item 2a. Annual Premium: \$ _____

Item 3. The Aggregate Liability of the Underwriter during the Bond Period shall be \$ _____

Item 4. Subject to Sections 4 and 11 hereof,
the Single Loss Limit of Liability is \$ _____
and the Single Loss Deductible is \$ _____

Provided, however, that if any amounts are inserted below opposite specified Insuring Agreements or Coverage, those amounts shall be controlling. Any amount set forth below shall be part of and not in addition to amounts set forth above. (If an Insuring Agreement or Coverage is to be deleted, insert "Not Covered.")

Amount applicable to:

	Single Loss Limit of Liability	Single Loss Deductible
Insuring Agreement (D)—FORGERY OR ALTERATION	\$ _____	\$ _____
Insuring Agreement (E)—SECURITIES	\$ _____	\$ _____
Optional Insuring Agreements and Coverages:	\$ _____	\$ _____

If "Not Covered" is inserted above opposite any specified Insuring Agreement or Coverage, such Insuring Agreement or Coverage and any other reference thereto in this bond shall be deemed to be deleted therefrom.

Item 5. The liability of the Underwriter is subject to the terms of the following riders attached hereto:

Item 6. The Insured by the acceptance of this bond gives notice to the Underwriter terminating or canceling prior bond(s) or policy(ies) No.(s) _____ such termination or cancelation to be effective as of the time this bond becomes effective.

Agent: Crump Financial Services, Inc.
565 Marriott Drive, Suite 820
Nashville, TN 37214

The Underwriter, in consideration of an agreed premium, and in reliance upon all statements made and information furnished to the Underwriter by the Insured, in applying for this bond, and subject to the Declarations, Insuring Agreements, General Agreements, Conditions and Limitations and other terms hereof, agrees to indemnify the Insured for:

INSURING AGREEMENTS

FIDELITY

(A) Loss resulting directly from dishonest or fraudulent acts committed by an Employee acting alone or in collusion with others.

Such dishonest or fraudulent acts must be committed by the Employee with the manifest intent:

- (a) to cause the Insured to sustain such loss; and
- (b) to obtain financial benefit for the Employee or another person or entity.

However, if some or all of the Insured's loss results directly or indirectly from Loans, that portion of the loss is not covered unless the Employee was in collusion with one or more parties to the transactions and has received, in connection therewith, a financial benefit with a value of at least \$2500.

As used throughout this Insuring Agreement, financial benefit does not include any employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions.

ON PREMISES

(B) (1) Loss of Property resulting directly from

- (a) robbery, burglary, misplacement, mysterious unexplainable disappearance and damage thereto or destruction thereof, or
- (b) common-law or statutory larceny, committed by a person present in an office of the Insured covered under this bond.

while the Property is lodged or deposited within

- (i) any of the Insured's offices covered under this bond, or
- (ii) offices of any financial institutions, or
- (iii) any premises where the Insured leases safe deposit boxes.

(2) Loss of or damage to

- (a) furnishings, fixtures, supplies or equipment within an office of the Insured covered under this bond resulting directly from larceny or theft in, or by burglary or robbery of, such office, or attempt thereof, or by vandalism or malicious mischief, or
- (b) such office resulting from larceny or theft in, or by burglary or robbery of such office or attempt thereof, or to the interior of such office by vandalism or malicious mischief,

provided that

- (i) the Insured is the owner of such furnishings, fixtures, supplies, equipment, or office or is liable for such loss or damage, and
- (ii) the loss is not caused by fire.

IN TRANSIT

(C) Loss of Property resulting directly from robbery, common-law or statutory larceny, misplacement, mysterious unexplainable disappearance, being lost or made away with, and damage thereto or destruction thereof, while the Property is in transit anywhere in the custody of

- (a) a natural person acting as a messenger of the Insured (or another natural person acting as messenger or custodian during an emergency arising from the incapacity of the original messenger), or
- (b) a Transportation Company and being transported in an armored

motor vehicle, or

(c) a Transportation Company and being transported in a conveyance other than an armored motor vehicle provided that covered Property transported in such manner is limited to the following:

- (i) records, whether recorded in writing or electronically, and
- (ii) Certificated Securities issued in registered form and not endorsed, or with restrictive endorsements, and
- (iii) Negotiable Instruments not payable to bearer, or not endorsed, or with restrictive endorsements.

Coverage under this Insuring Agreement begins immediately upon the receipt of such Property by the natural person or Transportation Company and ends immediately upon delivery to the designated recipient or its agent.

FORGERY OR ALTERATION

(D) Loss resulting directly from Forgery or alteration of, on or in any Negotiable Instruments (except registered or bearer obligations) made or drawn by or drawn upon the Insured, or made or drawn by one acting as agent of the Insured, or purporting to have been made as herein before set forth:

A mechanically reproduced facsimile signature is treated the same as a handwritten signature.

SECURITIES

(E) Loss resulting directly from the Insured having, in good faith, for its own account or for the account of others,

- (1) acquired, sold or delivered or given value, extended credit or assumed liability, on the faith of, any original
 - (a) Certificated Security,
 - (b) Document of Title,
 - (c) deed, mortgage or other instrument conveying title to, or creating or discharging a lien upon, real property,
 - (d) Certificate of Origin or Title,
 - (e) Evidence of Debt,
 - (f) corporate, partnership or personal Guarantee, or
 - (g) Security Agreement

which

- (i) bears a signature of any maker, drawer, issuer, endorser, assignor, lessee, transfer agent, registrar, acceptor, surety, guarantor, or of any person signing in any other capacity which is a Forgery, or
- (ii) is altered, or
- (iii) is lost or stolen;

(2) acquired, sold or delivered, or given value, extended credit or assumed liability, on the faith of any item listed in (a) through (d) above which is a Counterfeit.

Actual physical possession of the items listed in (a) through (g) above by the Insured, is a condition precedent to the Insured's having relied on the faith of such items.

A mechanically reproduced facsimile signature is treated the same as a handwritten signature.

COUNTERFEIT CURRENCY

(F) Loss resulting directly from the receipt by the Insured, in good faith, of any Counterfeit Money of the United States of America, Canada or of any other country in which the Insured maintains a branch office.

GENERAL AGREEMENTS

ADDITIONAL OFFICES OR EMPLOYEES—CONSOLIDATION, MERGER OR PURCHASE OF ASSETS—NOTICE

A. If the Insured shall, while this bond is in force, establish any additional offices, other than by consolidation or merger with, or purchase or acquisition of assets or liabilities of, another institution, such offices shall be automatically covered hereunder from the date of such establishment without the requirement of notice to the Underwriter or the payment of additional premium for the remainder of the premium period.

If the Insured shall, while this bond is in force, consolidate or merge with, or purchase or acquire assets or liabilities of, another institution, the Insured shall not have such coverage as is afforded under this bond for loss which

- (a) has occurred or will occur in offices or premises, or

(b) has been caused or will be caused by an employee or employees of such institution, or

(c) has arisen or will arise out of the assets or liabilities

acquired by the Insured as a result of such consolidation, merger or purchase or acquisition of assets or liabilities unless the Insured shall

- (i) give the Underwriter written notice of the proposed consolidation, merger or purchase or acquisition of assets or liabilities prior to the proposed effective date of such action and
- (ii) obtain the written consent of the Underwriter to extend the coverage provided by this bond to such additional offices or premises, Employees and other exposures, and

- (iii) upon obtaining such consent, pay to the Underwriter an additional premium.

CHANGE OF CONTROL—NOTICE

B. When the Insured learns of a change in control, it shall give written notice to the Underwriter.

As used in this General Agreement, control means the power to determine the management or policy of a controlling holding company or the Insured by virtue of voting stock ownership. A change in ownership of voting stock which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of ten percent (10%) or more of such stock shall be presumed to result in a change of control for the purpose of the required notice.

Failure to give the required notice shall result in termination of coverage for any loss involving a transferee, to be effective upon the date of the stock transfer.

REPRESENTATION OF INSURED

C. The Insured represents that the information furnished in the application for this bond is complete, true and correct. Such application constitutes part of this bond.

Any misrepresentation, omission, concealment or incorrect statement of a material fact, in the application or otherwise, shall be grounds for the rescission of this bond.

JOINT INSURED

D. If two or more Insureds are covered under this bond, the first named Insured shall act for all Insureds. Payment by the Underwriter to the first named Insured of loss sustained by any Insured shall fully release the Underwriter on account of such loss. If the first named Insured ceases to be covered under this bond, the Insured next named shall thereafter be considered as the first named Insured. Knowledge possessed or discovery made by any Insured shall constitute knowledge or discovery by all Insureds for all purposes of this bond. The liability of the Underwriter for loss or losses sustained by all Insureds shall not exceed the amount for which the

Underwriter would have been liable had all such loss or losses been sustained by one Insured.

NOTICE OF LEGAL PROCEEDINGS AGAINST INSURED— ELECTION TO DEFEND

E. The Insured shall notify the Underwriter at the earliest practicable moment, not to exceed 30 days after notice thereof, of any legal proceeding brought to determine the Insured's liability for any loss, claim or damage, which, if established, would constitute a collectible loss under this bond. Concurrently, the Insured shall furnish copies of all pleadings and pertinent papers to the Underwriter.

The Underwriter, at its sole option, may elect to conduct the defense of such legal proceeding, in whole or in part. The defense by the Underwriter shall be in the Insured's name through attorneys selected by the Underwriter. The Insured shall provide all reasonable information and assistance required by the Underwriter for such defense.

If the Underwriter elects to defend the Insured, in whole or in part, any judgment against the Insured on those counts or causes of action which the Underwriter defended on behalf of the Insured or any settlement in which the Underwriter participates and all attorneys' fees, costs and expenses incurred by the Underwriter in the defense of the litigation shall be a loss covered by this bond.

If the Insured does not give the notices required in subsection (a) of Section 5. of this bond and in the first paragraph of this General Agreement, or if the Underwriter elects not to defend any causes of action, neither a judgment against the Insured, nor a settlement of any legal proceeding by the Insured, shall determine the existence, extent or amount of coverage under this bond for loss sustained by the Insured, and the Underwriter shall not be liable for any attorneys' fees, costs and expenses incurred by the Insured.

With respect to this General Agreement, subsections (b) and (d) of Section 5. of this bond apply upon the entry of such judgment or the occurrence of such settlement instead of upon discovery of loss. In addition, the Insured must notify the Underwriter within 30 days after such judgment is entered against it or after the Insured settles such legal proceeding, and, subject to subsection (e) of Section 5., the Insured may not bring legal proceedings for the recovery of such loss after the expiration of 24 months from the date of such final judgment or settlement.

CONDITIONS AND LIMITATIONS

DEFINITIONS

Section 1. As used in this bond:

(a) Acceptance means a draft which the drawee has, by signature written thereon, engaged to honor as presented.

(b) Certificate of Deposit means an acknowledgment in writing by a financial institution of receipt of Money with an engagement to repay it.

(c) Certificate of Origin or Title means a document issued by a manufacturer of personal property or a governmental agency evidencing the ownership of the personal property and by which ownership is transferred.

(d) Certificated Security means a share, participation or other interest in property of or an enterprise of the issuer or an obligation of the issuer, which is:

- (1) represented by an instrument issued in bearer or registered form;
- (2) of a type commonly dealt in on securities exchanges or markets or commonly recognized in any area in which it is issued or dealt in as a medium for investment; and
- (3) either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.

(e) Counterfeit means an imitation which is intended to deceive and to be taken as the original.

(f) Document of Title means a bill of lading, dock warrant, dock receipt, warehouse receipt or order for the delivery of goods, and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers and must purport to be issued by or addressed to a bailee and purport to cover goods in the bailee's possession which are either identified or are fungible portions of an identified mass.

(g) Employee means

- (1) an officer or other employee of the Insured, while employed in, at, or by any of the Insured's offices or premises covered hereunder, and a guest student pursuing studies or duties in any of said offices or premises;
- (2) a person provided by an employment contractor to perform employee duties for the Insured under the Insured's supervision at any of the Insured's offices or premises covered hereunder;
- (3) an employee of an institution merged or consolidated with

the Insured prior to the effective date of this bond; and

- (4) each natural person, partnership or corporation authorized by the Insured to perform services as data processor of checks or other accounting records of the Insured (not including preparation or modification of computer software or programs), herein called Processor. Each such Processor, and the partners, officers and employees of such Processor shall, collectively, be deemed to be one Employee for all the purposes of this bond, excepting, however, the second paragraph of Section 12. A Federal Reserve Bank or clearing house shall not be construed to be a processor.

(h) Evidence of Debt means an instrument, including a Negotiable Instrument, executed by a customer of the Insured and held by the Insured which in the regular course of business is treated as evidencing the customer's debt to the Insured.

(i) Forgery means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

(j) Guarantee means a written undertaking obligating the signer to pay the debt of another to the Insured or its assignee or to a financial institution from which the Insured has purchased participation in the debt, if the debt is not paid in accordance with its terms.

(k) Letter of Credit means an engagement in writing by a bank or other person made at the request of a customer that the bank or other person will honor drafts or other demands for payment upon compliance with the conditions specified in the Letter of Credit.

(l) Loan means all extensions of credit by the Insured and all transactions creating a creditor relationship in favor of the Insured and all transactions by which the Insured assumes an existing creditor relationship.

(m) Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

(n) Negotiable Instrument means any writing

- (1) signed by the maker or drawer; and
- (2) containing any unconditional promise or order to pay a sum certain in Money and no other promise, order, obligation or power given by the maker or drawer; and
- (3) is payable on demand or at a definite time; and
- (4) is payable to order or bearer.

(o) Property means Money, Certificated Securities, Negotiable Instruments, Certificates of Deposit, Documents of Title, Acceptances, Evidences of Debt, Security Agreements, Certificates of Origin or Title, Letters of Credit, insurance policies, abstracts of title, deeds and mortgages on real estate, revenue and other stamps, and books of account and other records whether recorded in writing or electronically.

(p) Security Agreement means an agreement which creates an interest in personal property or fixtures and which secures payment or performance of an obligation.

(q) Transportation Company means any organization which provides its own or leased vehicles for transportation or which provides freight forwarding or air express services.

EXCLUSIONS

Section 2. This bond does not cover:

(a) loss resulting directly or indirectly from forgery or alteration, except when covered under Insuring Agreements (A), (D), or (E);

(b) under Insuring Agreement (D), loss resulting from the forgery or alteration of or on a Negotiable Instrument issued by the Insured in reliance upon a forged or altered Evidence of Debt;

(c) loss due to riot or civil commotion outside the United States of America and Canada; or loss due to military, naval or usurped power, war or insurrection unless such loss occurs in transit in the circumstances recited in Insuring Agreement (C), and unless, when such transit was initiated, there was no knowledge of such riot, civil commotion, military, naval or usurped power, war or insurrection on the part of any person acting for the Insured in initiating such transit;

(d) loss resulting directly or indirectly from the effects of nuclear fission or fusion or radioactivity; provided, however, that this paragraph shall not apply to loss resulting from industrial uses of nuclear energy;

(e) loss resulting directly or indirectly from any acts of any director of the Insured other than one employed as a salaried, pensioned or elected official or an Employee of the Insured, except when performing acts coming within the scope of the usual duties of an Employee, or while acting as a member of any committee duly elected or appointed by resolution of the board of directors of the Insured to perform specific, as distinguished from general, directorial acts on behalf of the Insured;

(f) loss resulting directly or indirectly from the complete or partial nonpayment of, or default upon, any Loan or transaction involving the Insured as a lender or borrower, or extension of credit, including the purchase, discounting or other acquisition of false or genuine accounts, invoices, notes, agreements or Evidences of Debt, whether such Loan, transaction or extension was procured in good faith or through trick, artifice, fraud or false pretenses, except when covered under Insuring Agreements (A), (D) or (E);

(g) loss of Property while

(1) in the mail, or

(2) in the custody of any Transportation Company, unless covered under Insuring Agreement (C)

except when covered under Insuring Agreement (A);

(h) loss caused by an Employee, except when covered under Insuring Agreement (A) or when covered under Insuring Agreement (B) or (C) and resulting directly from misplacement, mysterious unexplainable disappearance or destruction of or damage to Property;

(i) loss resulting directly or indirectly from trading, with or without the knowledge of the Insured, whether or not represented by any indebtedness or balance shown to be due the Insured on any customer's account, actual or fictitious, and notwithstanding any act or omission on the part of any Employee in connection with any account relating to such trading, indebtedness, or balance, except when covered under Insuring Agreements (D) or (E);

(j) loss resulting directly or indirectly from the use or purported use of credit, debit, charge, access, convenience, identification or other cards;

(k) potential income, including but not limited to interest and dividends, not realized by the Insured;

(l) damages of any type for which the Insured is legally liable, except compensatory damages, but not multiples thereof, arising directly from a loss covered under this bond;

(m) loss through the surrender of Property away from an office of the Insured as a result of a threat

(1) to do bodily harm to any person, except loss of Property in transit in the custody of any person acting as messenger

provided that when such transit was initiated there was no knowledge by the Insured of any such threat, or

(2) to do damage to the premises or property of the Insured,

except when covered under Insuring Agreement (A);

(n) indirect or consequential loss of any nature;

(o) loss resulting from any violation by the Insured or by any Employee

(1) of law regulating (i) the issuance, purchase or sale of securities, (ii) securities transactions upon security exchanges or over the counter market, (iii) investment companies, or (iv) investment advisers, or

(2) of any rule or regulation made pursuant to any such law,

unless it is established by the Insured that the act or acts which caused the said loss involved fraudulent or dishonest conduct which would have caused a loss to the Insured in a similar amount in the absence of such laws, rules or regulations;

(p) loss resulting directly or indirectly from the failure of a financial or depository institution, or its receiver or liquidator, to pay or deliver, on demand of the Insured, funds or Property of the Insured held by it in any capacity, except when covered under Insuring Agreements (A) or (B)(1)(a);

(q) damages resulting from any civil, criminal or other legal proceeding in which the Insured is alleged to have engaged in racketeering activity except when the Insured establishes that the act or acts giving rise to such damages were committed by an Employee under circumstances which result directly in a loss to the Insured covered by Insuring Agreement (A). For the purposes of this exclusion, "racketeering activity" is defined in 18 United States Code 1961 et seq., as amended.

(r) loss resulting directly or indirectly from any dishonest or fraudulent act or acts committed by any non-Employee who is a securities, commodities, money, mortgage, real estate, loan, insurance, property management, investment banking broker, agent or other representative of the same general character;

(s) loss, or that part of any loss, as the case may be, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation;

(t) loss resulting directly or indirectly from counterfeiting, except when covered under Insuring Agreements (A), (E) or (F);

(u) all fees, costs and expenses incurred by the Insured

(1) in establishing the existence of or amount of loss covered under this bond, or

(2) as a party to any legal proceeding whether or not such legal proceeding exposes the Insured to loss covered by this bond.

DISCOVERY

Section 3. This bond applies to loss discovered by the Insured during the Bond Period. Discovery occurs when the Insured first becomes aware of facts which would cause a reasonable person to assume that a loss of a type covered by this bond has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

Discovery also occurs when the Insured receives notice of an actual or potential claim in which it is alleged that the Insured is liable to a third party under circumstances which, if true, would constitute a loss under this bond.

LIMIT OF LIABILITY

Section 4.

Aggregate Limit of Liability

The Underwriter's total liability for all losses discovered during the Bond Period shown in Item 2. of the Declarations shall not exceed the Aggregate Limit of Liability shown in Item 3. of the Declarations. The Aggregate Limit of Liability shall be reduced by the amount of any payment made under the terms of this bond.

Upon exhaustion of the Aggregate Limit of Liability by such payments:

(a) The Underwriter shall have no further liability for loss or losses regardless of when discovered and whether or not previously reported to the Underwriter, and

(b) The Underwriter shall have no obligation under General Agreement E to continue the defense of the Insured, and upon notice by the Underwriter to the Insured that the Aggregate Limit of Liability has been exhausted, the Insured shall assume all responsibility for its defense at its own cost.

The Aggregate Limit of Liability shall not be increased or reinstated by any recovery made and applied in accordance with subsections (a), (b) and (c) of Section 7. In the event that a loss of Property is settled by the Underwriter through the use of a lost instrument bond, such loss shall not reduce the Aggregate Limit of Liability.

Single Loss Limit of Liability

Subject to the Aggregate Limit of Liability, the Underwriter's liability for each Single Loss shall not exceed the applicable Single Loss Limit of Liability shown in Item 4. of the Declarations. If a Single Loss is covered under more than one Insuring Agreement or Coverage, the maximum payable shall not exceed the largest applicable Single Loss Limit of Liability.

Single Loss Defined

Single Loss means all covered loss, including court costs and attorneys' fees incurred by the Underwriter under General Agreement E, resulting from

- (a) any one act or series of related acts of burglary, robbery or attempt thereat, in which no Employee is implicated, or
- (b) any one act or series of related unintentional or negligent acts or omissions on the part of any person (whether an Employee or not) resulting in damage to or destruction or misplacement of Property, or
- (c) all acts or omissions other than those specified in (a) and (b) preceding, caused by any person (whether an Employee or not) or in which such person is implicated, or
- (d) any one casualty or event not specified in (a), (b) or (c) preceding.

NOTICE/PROOF—LEGAL PROCEEDINGS AGAINST UNDERWRITER

Section 5.

- (a) At the earliest practicable moment, not to exceed 30 days, after discovery of loss, the Insured shall give the Underwriter notice thereof.
- (b) Within 6 months after such discovery, the Insured shall furnish to the Underwriter proof of loss, duly sworn to, with full particulars.
- (c) Lost Certificated Securities listed in a proof of loss shall be identified by certificate or bond numbers if such securities were issued therewith.
- (d) Legal proceedings for the recovery of any loss hereunder shall not be brought prior to the expiration of 60 days after the original proof of loss is filed with the Underwriter or after the expiration of 24 months from the discovery of such loss.
- (e) If any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to equal the minimum period of limitation provided by such law.
- (f) This bond affords coverage only in favor of the Insured. No suit, action or legal proceedings shall be brought hereunder by any one other than the named Insured.

VALUATION

Section 6. Any loss of Money, or loss payable in Money, shall be paid, at the option of the Insured, in the Money of the country in which the loss was sustained or in the United States of America dollar equivalent thereof determined at the rate of exchange at the time of payment of such loss.

Securities

The Underwriter shall settle in kind its liability under this bond on account of a loss of any securities or, at the option of the Insured, shall pay to the Insured the cost of replacing such securities, determined by the market value thereof at the time of such settlement. In case of a loss of subscription, conversion or redemption privileges through the misplacement or loss of securities, the amount of such loss shall be the value of such privileges immediately preceding the expiration thereof. If such securities cannot be replaced or have no quoted market value, or if such privileges have no quoted market value, their value shall be determined by agreement or arbitration.

If the applicable coverage of this bond is subject to a Deductible Amount and/or is not sufficient in amount to indemnify the Insured in full for the loss of securities for which claim is made hereunder, the liability of the Underwriter under this bond is limited to the payment for, or the duplication of, so much of such securities as has a value equal to the amount of such applicable coverage.

Books of Account and Other Records

In case of loss of, or damage to, any books of account or other records used by the Insured in its business, the Underwriter shall be liable under this bond only if such books or records are actually reproduced and then for not more than the cost of the blank books, blank pages or other materials plus the cost of labor for the actual transcription or copying of data which shall have been furnished by the Insured in order to reproduce such books and other records.

Property other than Money, Securities or Records

In case of loss of, or damage to, any Property other than Money, securities, books of account or other records, or damage covered under Insuring Agreement (B)(2), the Underwriter shall not be liable for more than the actual

cash value of such Property, or of items covered under Insuring Agreement (B)(2). The Underwriter may, at its election, pay the actual cash value of, replace or repair such property. Disagreement between the Underwriter and the Insured as to the cash value or as to the adequacy of repair or replacement shall be resolved by arbitration.

ASSIGNMENT— SUBROGATION— RECOVERY— COOPERATION

Section 7.

- (a) In the event of payment under this bond, the Insured shall deliver, if so requested by the Underwriter, an assignment of such of the Insured's rights, title and interest and causes of action as it has against any person or entity to the extent of the loss payment.
- (b) In the event of payment under this bond, the Underwriter shall be subrogated to all of the Insured's rights of recovery therefor against any person or entity to the extent of such payment.
- (c) Recoveries, whether effected by the Underwriter or by the Insured, shall be applied net of the expense of such recovery first to the satisfaction of the Insured's loss which would otherwise have been paid but for the fact that it is in excess of either the Single or Aggregate Limit of Liability, secondly, to the Underwriter as reimbursement of amounts paid in settlement of the Insured's claim, and thirdly, to the Insured in satisfaction of any Deductible Amount. Recovery on account of loss of securities as set forth in the second paragraph of Section 6. or recovery from reinsurance and/or indemnity of the Underwriter shall not be deemed a recovery as used herein.
- (d) Upon the Underwriter's request and at reasonable times and places designated by the Underwriter the Insured shall
 - (1) submit to examination by the Underwriter and subscribe to the same under oath; and
 - (2) produce for the Underwriter's examination all pertinent records; and
 - (3) cooperate with the Underwriter in all matters pertaining to the loss.
- (e) The Insured shall execute all papers and render assistance to secure to the Underwriter the rights and causes of action provided for herein. The Insured shall do nothing after discovery of loss to prejudice such rights or causes of action.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE

Section 8. With respect to any loss set forth in sub-section (c) of the final paragraph of Section 4. of this bond which is recoverable or recovered in whole or in part under any other bonds or policies issued by the Underwriter to the Insured or to any predecessor in interest of the Insured and terminated or canceled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the Underwriter under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried hereunder on such loss or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss if the latter amount be the larger.

If the coverage of this bond supersedes in whole or in part the coverage of any other bond or policy of insurance issued by an Insurer other than the Underwriter and terminated, canceled or allowed to expire, the Underwriter, with respect to any loss sustained prior to such termination, cancellation or expiration and discovered within the period permitted under such other bond or policy for the discovery of loss thereunder, shall be liable under this bond only for that part of such loss covered by this bond as is in excess of the amount recoverable or recovered on account of such loss under such other bond or policy, anything to the contrary in such other bond or policy notwithstanding.

OTHER INSURANCE OR INDEMNITY

Section 9. Coverage afforded hereunder shall apply only as excess over any valid and collectible insurance or indemnity obtained by the Insured, or by a Transportation Company, or by another entity on whose premises the loss occurred or which employed the person causing the loss or the messenger conveying the Property involved.

OWNERSHIP

Section 10. This bond shall apply to loss of Property (1) owned by the Insured, (2) held by the Insured in any capacity, or (3) for which the Insured is legally liable. This bond shall be for the sole use and benefit of the Insured named in the Declarations.

DEDUCTIBLE AMOUNT

Section 11. The Underwriter shall be liable hereunder only for the amount by which any single loss, as defined in Section 4., exceeds the Single Loss Deductible amount for the Insuring Agreement or Coverage applicable to such loss, subject to the Aggregate Limit of Liability and the applicable Single Loss Limit of Liability.

The Insured shall, in the time and in the manner prescribed in this bond, give the Underwriter notice of any loss of the kind covered by the

terms of this bond, whether or not the Underwriter is liable therefor, and upon the request of the Underwriter shall file with it a brief statement giving the particulars concerning such loss.

TERMINATION OR CANCELATION

Section 12. This bond terminates as an entirety upon occurrence of any of the following:—(a) 60 days after the receipt by the Insured of a written notice from the Underwriter of its desire to cancel this bond, or (b) immediately upon the receipt by the Underwriter of a written notice from the Insured of its desire to cancel this bond, or (c) immediately upon the taking over of the Insured by a receiver or other liquidator or by State or Federal officials, or (d) immediately upon the taking over of the Insured by another institution, or (e) immediately upon exhaustion of the Aggregate Limit of

Liability, or (f) immediately upon expiration of the Bond Period as set forth in Item 2. of the Declarations.

This bond terminates as to any Employee or any partner, officer or employee of any Processor—(a) as soon as any Insured, or any director or officer not in collusion with such person, learns of any dishonest or fraudulent act committed by such person at any time, whether in the employment of the Insured or otherwise, whether or not of the type covered under Insuring Agreement (A), against the Insured or any other person or entity, without prejudice to the loss of any Property then in transit in the custody of such person, or (b) 15 days after the receipt by the Insured of a written notice from the Underwriter of its desire to cancel this bond as to such person.

Termination of the bond as to any Insured terminates liability for any loss sustained by such Insured which is discovered after the effective date of such termination.

In witness whereof, the Underwriter has caused this bond to be executed on the Declarations page

SIGNATURES

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

BANKERS STANDARD FIRE AND MARINE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

BANKERS STANDARD INSURANCE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE INDEMNITY INSURANCE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE AMERICAN INSURANCE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE PROPERTY AND CASUALTY INSURANCE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

INSURANCE COMPANY OF NORTH AMERICA

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

PACIFIC EMPLOYERS INSURANCE COMPANY

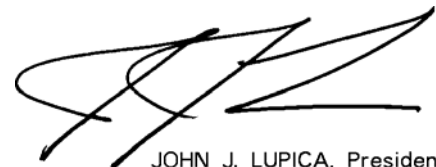
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE FIRE UNDERWRITERS INSURANCE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



GEORGE D. MULLIGAN, Secretary



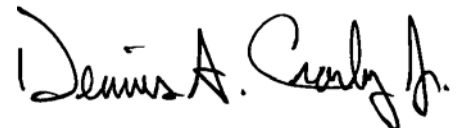
JOHN J. LUPICA, President

WESTCHESTER FIRE INSURANCE COMPANY

1133 Avenue of the Americas, 32nd Floor, New York, NY 10036



GEORGE D. MULLIGAN, Secretary



DENNIS A. CROSBY, JR., President

Authorized Agent

<i>SERFF Tracking Number:</i>	<i>ACEH-125359559</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Westchester Fire Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>07-FI-399(F)</i>		
<i>TOI:</i>	<i>23.0 Fidelity</i>	<i>Sub-TOI:</i>	<i>23.0000 Fidelity</i>
<i>Product Name:</i>	<i>07-FI-399(F)</i>		
<i>Project Name/Number:</i>	<i>Independent Mortgage Banker forms and revised LCMs/07-FI-399(F)</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125359559 State: Arkansas
Filing Company: Westchester Fire Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 07-FI-399(F)
TOI: 23.0 Fidelity Sub-TOI: 23.0000 Fidelity
Product Name: 07-FI-399(F)
Project Name/Number: Independent Mortgage Banker forms and revised LCMs/07-FI-399(F)

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 11/26/2007

Comments:

Attachments:

NAIC Transmittal (AR).pdf
NAIC Forms Transmittal (pg1).pdf
NAIC Forms Transmittal (pg2).pdf
NAIC Forms Transmittal (pg3).pdf

Satisfied -Name: Explanatory Memo **Review Status:** Approved 11/26/2007

Comments:

Attachment:

Filing Memorandum (Form).pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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3.	Group Name	Group NAIC #
	ACE USA	626

4.	Company Name(s)	Domicile	NAIC #	FEIN #
	Westchester Fire Insurance Company	NY	21121	13-5481330

5.	Company Tracking Number	07-FI-399(F)
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Renice Cox 510 Walnut Strteet, WB04G Philadelphia, PA 19106	Regulatory Specialist	(215) 640-4876	(215) 640-4986	Renice.Cox@ace- ina.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Renice Cox

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	Fidelity
10.	Sub-Type of Insurance (Sub-TOI)	Fidelity
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Independent Mortgage Banker forms
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: Upon approval Renewal: Upon approval

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)		
17.	Reference Organization # & Title		
18.	Company's Date of Filing		
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	07-FI-399(F)
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The purpose of this filing is to introduce 25 new, optional endorsements that will be utilized in conjunction with our existing filings for Financial Institution Bond, Standard Form No. 15 (SAA) and the manual rules associated with that form.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div style="margin-bottom: 20px;"> Check #: NA (EFT) Amount: \$50.00 (via EFT) </div> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

These pages are informational only and do not need to be submitted with your filings!

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
 - a. Date the filing is received by the Insurance Dept.**
 - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
 - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
 - d. Date of Disposition of the filing**—date filing is finished
 - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
 - f. State Filing #:** The number the state assigns to the filing (if applicable).
 - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
 - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix). This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

14. Effective Date Requested: This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

15. Reference Filing: Yes/No

16. Reference Organization (if applicable): The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

17. Reference Organization Number & Title (if applicable): This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

18. Company’s Date of filing: The date the company sends the filing.

19. Status of filing in domicile: Place for the company to show if filing has been filed in domicile and its status.

20. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

21. Filing Description: This area can be used in lieu of a cover letter or filing memorandum and is free-form text.

22. Filing Fees: Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	07-FI-399			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	07-FI-399			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Amend Bond Number Rider	MB 014 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
02	Add or Delete a Rider	MB 016 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
03	Election to Purchase Discovery Period Rider	MB 022 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
04	Adding or Deducting Insureds Rider	MB 024 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
05	Change of Name or Address Rider	MB 029 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
06	Rider No. 7 Computer Systems Fraud Rider	MB 031 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
07	Rider No. 4 Amend Definition of Property Rider	MB 033 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
08	Amend Insuring Agreement A Version 2	MB 050 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
09	Amend Insuring Agreement A	MB 051 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
10	Option to Purchase Discovery Period Rider	MB 052 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA

Effective March 1, 2007

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Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE

FORM FILING SCHEDULE

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	07-FI-399			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	07-FI-399			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
11	Rider No. 3 Extended Transit Coverage Rider	MB 053 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
12	Rider No. 5 Direct Loss Payee Rider	MB 055 (07/05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
13	Rider No. 6 Investigation Expense Extension Rider	MB 056 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
14	Replacement Expenses Rider	MB 057 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
15	Waiver of Application Endorsement	MB 058 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
16	Amend Definition of Employee for LLCs	MB 061 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
17	Theft of Warehouse Lender's Money or Collateral	MB 062 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
18	Independent Contractors Endorsement	MB 063 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
19	Rider No. 8 Fraudulent Documents Rider	MB 064 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
20	Amend Bond Period Rider	MB 065 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA

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(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		07-FI-399		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		07-FI-399		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
21	Amend Definition of Employee Rider	MB 066 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
22	Cancellation Endorsement	MB 067 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
23	Fraudulent Mortgage Insuring Agreement	MB 068 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
24	Affiliated Escrow Endorsement	MB 069 (07/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
25	Financial Institution Bond Standard Form 15 (Dec & Policy)	TSB5867a	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
26	Signature Endorsement	CC-1k11e (02/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	NA
			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		NA
			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		NA
			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		NA
			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		NA

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Filing Memorandum

Financial Institution Bond, Standard Form No. 15

Westchester Fire Insurance Company

The purpose of this filing is to introduce 25 new, optional endorsements that will be utilized in conjunction with our existing filings for Financial Institution Bond, Standard Form No. 15 (SAA) and the manual rules associated with that form. We are also proposing to add two new items, 1.a. and 2.a., to the Declarations portion of the existing form TSB-5867a, Financial Institution Bond, Standard Form No. 15. No other changes have been made to form TSB-5867a.